

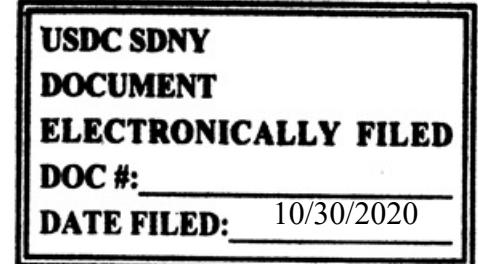
Anne Marie Garcia
Long Island Office
agarcia@gvlaw.com
646.695.1774

October 30, 2020

By ECF

Hon. Magistrate Stewart Aaron
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007

Re: Punter-Spencer v. Irving et al.
Docket No.: 18-CV-1959 (MKV)(SAD)



Dear Magistrate Aaron:

My firm represents the defendants Charles S. Irving and Transport Corporation of America, Inc. in this action.

As we have previously advised the Court, this matter settled, in principle, at the third private mediation on September 17, 2020 for \$1,250,000.00. Since that time, our office sent a letter to Judge Vyskocil requesting guidance as to a possible fee dispute between plaintiff's predecessor counsel (Schulman and Blitz) and current counsel (Sobo & Sobo). (ECF Docket No. 74). This resulted in the Court scheduling a telephone conference wherein the issue at bar was discussed. At the telephone conference, which occurred on October 23, 2020, we advised that Court that the only issue we had with respect to counsels' fee dispute is that under Judiciary Law § 475, we could not issue the settlement payment.

We have since been advised that while an overall agreement between plaintiff's counsel has not been reached, they are in agreement to allow us to issue the settlement draft to "Monet Punter-Spencer and Sobo & Sobo, as attorneys". It was further agreed by plaintiff's predecessor and current counsel that Sobo & Sobo will hold \$416,666.67 in escrow until the dispute between Sobo & Sobo and Schulman and Blitz is resolved either by agreement or Court Order. The email from Gregory Sobo and the email from Fred Schulman memorializing this agreement is attached hereto.

As this issue is one of the disputes before the Court, we request that the Court issue an Order (1) permitting the defendants herein to remit a settlement draft in the amount of \$1,250,000.00 payable to "Monet Punter-Spencer and Sobo & Sobo, as attorneys"; (2) providing the defendants with at least 15 days from the date of the Order to send payment to plaintiff's current counsel; (3) decreeing that the payment by defendants of \$1,250,000.00 is full and final and inclusive of all liens, fees and costs; and (4) directing

Manhattan 90 Broad Street, 12th Floor, New York, NY 10004 • **New Jersey** 3 University Plaza Drive, Suite 402, Hackensack, NJ 07601
Westchester One Bridge Street, Suite 140, Irvington, NY 10533 • **Long Island** 100 Crossways Park West, Suite 305, Woodbury, NY 11797

Sobo & Sobo to keep \$416,666.67 in escrow until the issue of attorney's fees is resolved by mutual agreement or Court Order.

We thank this Court for its time and consideration. If the Court has any questions or concerns, please do not hesitate to contact the undersigned or Matthew J. Vitucci, the supervising partner.

Respectfully submitted,

GALLO VITUCCI KLAR, LLP

Anne Marie S.

Anne Marie Garcia

/amg

Encls.

CC: Robert Borrero (By Email and Efile)
Fred Schulman (By Email Only)

ENDORSEMENT: Request GRANTED
on consent of the parties.
SO ORDERED.

Matthew J. Vitucci

Punter Settlement Draft

Greg Sobo <gregsobo@sobolaw.com>

Fri 10/30/2020 10:19 AM

To: Anne Marie Garcia <agarcia@gvlaw.com>

Cc: Robert E. Borrero <rborrero@sobolaw.com>; Brenda Davis-Bush <bdavis-bush@sobolaw.com>; fred@schulmanblitz.com <fred@schulmanblitz.com>

Dear Ms. Garcia:

I left you a voicemail moments ago. This morning I learned that you are holding the settlement draft in the above-referenced matter until an agreement has been reached regarding the fee division between incoming and outgoing counsel for the plaintiff. Please be advised that you are not authorized to hold the draft, and should send the check within the time limits prescribed by law to us as Ms. Punter's attorneys. The penalty for failing to do so would require your client to pay interest on the total settlement amount.

I have included outgoing counsel, Fredrick Schulman, Esq., on this email. He has agreed that the settlement draft be sent immediately with my written assurance, made herein, that any and all attorneys' fees will be held in escrow unless or until an agreement reached, or court order issued, regarding an equitable division of attorneys' fee. Ms. Punter resolved this case for the settlement amount largely because she wished to have access to these funds immediately. As you are in receipt of the duly executed release and closing documents, please send the check to us immediately, made out to Monet Punter and Sobo & Sobo, as attorney.

Please feel free to contact me if you have any questions or concerns.

Best,



Greg Sobo, Esq.

Founder & CEO

Main: (845) 343-7626 (SOBO)

Direct: (845) 394-2502

Email: gregsobo@sobolaw.com

Bronx – Manhattan – Middletown – Monticello

Newburgh – Poughkeepsie – Spring Valley

RE: Punter Settlement Draft

Fred Schulman <fred@schulmanblitz.com>

Fri 10/30/2020 10:55 AM

To: Greg Sobo <gregsobo@sobolaw.com>; Anne Marie Garcia <agarcia@gvlaw.com>

Cc: Robert E. Borrero <rborrero@sobolaw.com>; Brenda Davis-Bush <bdavis-bush@sobolaw.com>; Justin Blitz <justin@schulmanblitz.com>

Ms. Garcia: Based on Mr. Sobo's assurance below that he will hold the entire portion of the settlement funds which are attributable to the attorneys' fees (\$416,666.67) in escrow pending the resolution of our dispute regarding the division of the attorneys' fees (either by agreement, court order or otherwise), I consent to you releasing the settlement check to Mr. Sobo's office.

Best,

--Fred Schulman

Fredrick A. Schulman, Esq.

SCHULMAN BLITZ, LLP

1359 Broadway – Suite 820

New York, NY 10018

p. 212-871-1300

f. 646-599-9320

e. fred@schulmanblitz.com

www.schulmanblitz.com

From: Greg Sobo <gregsobo@sobolaw.com>

Sent: October 30, 2020 10:20 AM

To: agarcia@gvlaw.com

Cc: Robert E. Borrero <rborrero@sobolaw.com>; Brenda Davis-Bush <bdavis-bush@sobolaw.com>; fred@schulmanblitz.com

Subject: Punter Settlement Draft

Importance: High

Dear Ms. Garcia:

I left you a voicemail moments ago. This morning I learned that you are holding the settlement draft in the above-referenced matter until an agreement has been reached regarding the fee division between incoming and outgoing counsel for the plaintiff. Please be advised that you are not authorized to hold the draft, and should send the check within the time limits prescribed by law to us as Ms. Punter's attorneys. The penalty for failing to do so would require your client to pay interest on the total settlement amount.

I have included outgoing counsel, Fredrick Schulman, Esq., on this email. He has agreed that the settlement draft be sent immediately with my written assurance, made herein, that any and all attorneys' fees will be held in escrow unless or until an agreement reached, or court order issued, regarding an equitable division of attorneys' fee. Ms. Punter resolved this case for the settlement amount largely because she wished to have access to these funds immediately. As you are in receipt of the duly executed release and closing documents, please send the check to us immediately, made out to Monet Punter and Sobo & Sobo, as attorney.

Please feel free to contact me if you have any questions or concerns.

Best,



Greg Sobo, Esq.
Founder & CEO
Main: (845) 343-7626 (SOBO)
Direct: (845) 394-2502
Email: gregsobo@sobolaw.com

Bronx – Manhattan – Middletown – Monticello

Newburgh – Poughkeepsie – Spring Valley